

## **Historic, Archive Document**

Do not assume content reflects current scientific knowledge, policies, or practices.



# Contract Prices



FOR STRICTLY  
HIGH GRADE  
**SEEDS**

Selected From Care-  
fully Grown Crops By

**THE KIMBERLIN SEED**  
**COMPANY**

SAN JOSE - - CALIFORNIA

D. N. Shoemaker

# This Agreement    Made in duplicate

on \_\_\_\_\_, 19\_\_\_\_\_,  
by and between THE KIMBERLIN SEED  
COMPANY, Seed Growers of San Jose, Cali-  
fornia, hereinafter called the Seller, and\_\_\_\_\_

\_\_\_\_\_

of \_\_\_\_\_  
hereinafter called the Purchaser.

## WITNESSETH:

1. Seller agrees to sell and deliver and Pur-  
chaser agrees to accept and pay for the vari-  
eties of seeds in the amounts, at the prices as  
set forth in attached pages, and subject to  
the terms and conditions herein provided.

2. Seller agrees to plant, or cause to be  
planted, during the season of 19\_\_\_\_\_, an acre-  
age of land which will produce, under nor-  
mal conditions, an amount of seed of the vari-  
ties herein named which will be sufficient to  
enable the Seller to deliver the quantities of  
the seeds herein contracted for; and the  
Seller agrees to deliver as soon as possible  
after harvest, such seeds in good merchanta-  
ble condition, as herein defined, F. O. B. grow-  
ing station, containers extra at cost, and not  
returnable. The term "in good merchanta-  
ble condition" is defined as seeds properly  
cleaned for seeding purposes, approximately  
free from foreign seeds distinguishable by  
their appearance and of a germination equal  
to the fair average germination of the crop  
of the current year.

3. In case of partial or total failure of any  
or all crops planted, or caused to be planted  
by the Seller for the purpose of producing the  
varieties of seeds herein named, or, in case of  
damage to, or destruction of the Seller's seed  
stocks before planting, or to the products of  
such plantings, or to any seed through fire,  
accident or other casualty beyond Seller's  
control, the Seller shall be obliged to deliver,  
if at all, proportional quantities only, and, in  
any event, the Seller shall have the right to  
reserve an amount of seed equal to that used  
in said planting.

4. Purchaser shall make payment for seeds  
delivered, by a trade acceptance due and pay-

able net 60 days from date of shipment, or by cash within 30 days from date of shipment, less a discount of  $1\frac{1}{2}\%$ . Purchaser shall pay interest at the rate of  $7\%$  per annum on any overdue payments of purchase price.

If, at any time, the financial condition of the Purchaser becomes unsatisfactory to the Seller, the Purchaser agrees, upon receipt of written notice to that effect, and upon demand of the Seller, to pay for the seeds in advance of shipment, less a cash discount of  $1\frac{1}{2}\%$ , and if such payment is not made within ten (10) days from the receipt of such demand for payment, this agreement shall thereupon be deemed to be breached by the Purchaser.

5. Except as herein otherwise expressly provided, the Seller gives no undertaking or warranty express or implied, as to description, quality, productiveness, or any other matter of any seeds sold by it and will not be in any way responsible for the crop.

6. Purchaser's claims for shortages of deliveries must be made to Seller immediately on receipt of shipment and all germination tests must be made and reported in writing (including telegram) by Purchaser to Seller within 15 days after receipt of shipment.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the day and year first above written.

.....  
The Seller

By.....

.....  
The Purchaser

By.....

| Quantity | VARIETY                   | Price |
|----------|---------------------------|-------|
|          | <b>CARROT</b>             |       |
|          | Chantenay                 |       |
|          | Danvers Half Long         |       |
|          | French Forcing            |       |
|          | Imp. Long Orange          |       |
|          | Oxheart                   |       |
|          | <b>CELERY</b>             |       |
|          | Boston Market             |       |
|          | Golden Self Blanching     |       |
|          | Golden Hearted Dwarf      |       |
|          | Giant Pascal              |       |
|          | Golden Plume              |       |
|          | Henderson's Easy Blanch'g |       |
|          | White Plume               |       |
|          | Winter Queen              |       |
|          | Henderson's Winter King   |       |
|          | <b>ENDIVE</b>             |       |
|          | Broad Leaved Batavian     |       |
|          | Green Curled              |       |
|          | Moss Curled               |       |
|          | White Curled              |       |
|          | <b>LETTUCE</b>            |       |
|          | All Season                |       |
|          | All the Year Round        |       |
|          | Big Boston, W. S.         |       |
|          | Big Boston, B. S.         |       |
|          | Black Seeded Simpson      |       |
|          | Black Seeded Tennisball   |       |
|          | Boston Curled             |       |
|          | Brown Dutch               |       |
|          | Boston Market             |       |
|          | Buttercup                 |       |

[illegible]

| Quantity | V A R I E T Y               | Price |
|----------|-----------------------------|-------|
|          | <b>ONION</b>                |       |
|          | Ailsa Craig.....            |       |
|          | Australian Brown.....       |       |
|          | Ebenezer .....              |       |
|          | Extra Early Red Flat.....   |       |
|          | Large Red Wethersfield..... |       |
|          | Michigan Yellow Globe.....  |       |
|          | Mammoth Silver King.....    |       |
|          | Ohio Yellow Globe.....      |       |
|          | Southport Red Globe.....    |       |
|          | Southport Yellow Globe..... |       |
|          | Southport White Globe.....  |       |
|          | White Portugal.....         |       |
|          | White Silverskin.....       |       |
|          | Yellow Danvers.....         |       |
|          | Yellow Globe Danvers.....   |       |
|          | Yellow Prizetaker .....     |       |
|          | Yellow Strasburg.....       |       |
|          | Sweet Spanish .....         |       |
|          | Grandiflora Mixed Peas..... |       |
|          |                             |       |
|          |                             |       |
|          |                             |       |

## Mixed Spencers

This is strictly up-to-date of all the latest shades in the Spencers, containing white, pink, scarlet, lavender, blue, primrose, maroon, striped and variegated. Our stock seed is made up strictly from named sorts.



[illegible]

# CONTRACT

THE KIMBERLIN SEED COMPANY

of San Jose, California

With .....

Address .....

Date .....

.....

## LETTUCE

All our stocks of lettuce are produced from individual plant selection, and we believe our stocks are as fine as any grown in the United States.

## ONION

Our onion seed is produced from carefully selected bulbs, true to type and color.

## CARROT

Our carrot seed is produced from European stocks carefully selected. Like the lettuce, we are developing this from individual plant selection.

Besides varieties of garden seed listed, we are prepared to grow from customers' private stocks and will give special attention to such orders.

Contracts are all subject to crop conditions. In case of failure all orders are filled pro rata.

Terms: Our terms are sixty day acceptance, or 1½ per cent discount for cash inside of thirty days from date of invoice. F. O. B. our growing station. Bags at market value and not subject to discount.

.....